TECHNICAL ARRANGEMENT

BETWEEN

THE MINISTRY OF DEFENCE OF THE REPUBLIC OF MOLDOVA

AND

THE MINISTRY OF DEFENCE OF THE ITALIAN REPUBLIC

ON COOPERATION

IN THE FRAMEWORK

OF UNIFIL OPERATION

PREAMBLE

The Ministry of Defence of the Republic of Moldova, hereinafter referred to as the "Moldovan Participant" and Ministry of Defence of the Italian Republic, hereinafter referred to as the "Italian Participant",

Hereinafter jointly referred to as the "Participants";

Having regard to the United Nations Security Council Resolutions 425 (1978), 426 (1978), 1559 (2004), 1680 (2006), 1701 (2006), 1773 (2007), 1832 (2008), 1884 (2009), 1937 (2010), 2004 (2011), 2064 (2012), 2115 (2013), 2172 (2014), 2236 (2015), 2305 (2016), 2373 (2017), 2433 (2018), 2485 (2019), 2539 (2020) and 2591 (2021);

Having regard to the provisions of the "Agreement between the Government of the Republic of Moldova and Government of the Italian Republic on defence co-operation", dated 6th December 2006 and entered into force on the 6th October 2010;

Having regard to the United Nations Manual on Policies and Procedures concerning the Reimbursement and Control of Contingent-Owned Equipment of Troop/Police Contributors Participating in Peacekeeping Missions;

Considering the need to define the requirements and procedures concerning the provision of logistic support by the Italian Participant to the contingent and/or military personnel of the National Army of the Republic of Moldova deployed in the theatre of operations (Sector West Area of Responsibility in Lebanon);

Have reached the following understandings:

Article 1
DEFINITIONS

1.1. Italian Forces:
The term Italian Forces refers to all the components of the Italian Forces deployed in the theatre of operations (Sector West Area of Responsibility in Lebanon – AOR) including personnel, material, infrastructure and equipment.

1.2. Moldovan Forces:
The term Moldovan Forces refers to the contingent and/or military personnel of the National Army of the Republic of Moldova deployed in the AOR, including material and equipment.

Article 2
PURPOSE

2.1. The purpose of this Technical Arrangement (TA) is to set out the responsibilities,

general principles and procedures by which the Participants will carry out the cooperation.

Article 3
MOLDOVAN FORCES COMPOSITION

3.1. Moldovan Forces are composed of contingent of the National Army up to a Platoon size, including individually deployed military personnel.

3.2. The level of contribution (number of personnel and assets) of the Moldovan Forces for each rotation will be coordinated at Operational level between the Italian Joint Operation Headquarters (IT-JOHQ) and the National Army General Staff at least six months in advance.

3.3. Moldovan Forces deployment will be synchronized to the Italian Forces six-month rotations, taking into consideration possible shift with other contributors. In normal conditions, rotations occur on February and August.

Article 4
RESPONSIBILITIES AND IMPLEMENTING AUTHORITIES

4.1. The Italian National Contingent Commander (IT NCC) will nominate an Italian National Representative Officer (NRO) who will be authorized to implement the procedures outlined in this TA and comply with the provisions outlined in this TA.

4.2. The Moldovan Participant will:
a) nominate a National Army Contingent Commander / National Army Senior National Representative (NACC/NASNR) who will be authorized to implement the procedures outlined in this TA;
b) comply with the provisions outlined in this TA;
c) reimburse the Italian Participant for all goods, supplies and services requested and received, except for goods, supplies and services which are provided free of charge according to the provisions of this TA and services provided by UNIFIL;
d) provide salaries payment for the contingent and/or military personnel of the National Army.

Article 5
LOGISTIC SUPPORT

5.1. The Italian Forces will provide the Moldovan Forces with logistic support within means and capabilities and of the same standard of the one provided to the Italian Personnel. The support will be provided free of charge according to Annex.

5.2. Any other kind of support not listed in the above mentioned Annex, if requested, will be provided by the Italian Forces, within means and capabilities, on a reimbursement basis

at the same rate as the Italian Forces are charged.

5.3. The Moldovan Forces are responsible for weapons and ammunition. The Italian Forces will allow access to facilities for storage of weapons and ammunition.

5.4. Property belonging to any of the Participant will not be moved or replaced unless decided by the Italian NRO and Moldovan NACC/NASNR.

5.5. Moldovan equipment maintenance (including weapons) remains national responsibility. The Italian Forces will make available, free of charge, the required infrastructure and equipment to the Moldovan Forces and will provide support within means and capabilities.

5.6. Moldovan Forces will be allowed to use Italian Forces vehicles and equipment after having received specific training on each type of vehicle and equipment. In normal conditions, Moldovan Forces are not requested to drive any vehicle, however it is recommended to deploy at least 3 soldiers with a driving license valid to drive vehicles in Lebanon. If deemed necessary for operational reasons, Italian Forces vehicles and equipment will be handed over to the Moldovan Forces and will be returned to the Italian Forces at the end of the operational need or in advance to the departure from the theatre of operations. In such a situation, Moldovan Forces ensure that the vehicles and equipment will be used with care and returned to the Italian Forces in the same condition in which they were received except for normal wear and tear. Whenever, at the end of employment of Moldovan Forces, the vehicles and equipment were returned damaged, Moldovan Participant will reimburse the total cost for repairing the vehicles and equipment, in accordance with Italian national laws and COE manual, only if the damage is due to negligence or faulty handling of Moldovan Forces, excluding the damage caused by combat or other security perilous activities.

Article 6
MEDICAL SUPPORT

6.1. The Italian Forces, within means and capabilities, will provide the Moldovan Forces with Level 1 medical treatment (located in UNP 2-3 Base) and medical evacuation to upper level medical structures either military or civilian as provided by UNIFIL within the AOR. Level 2 medical treatment will be provided to Moldovan Forces by UNIFIL via military or civilian medical structures.

6.2. Emergency medical evacuation outside the theatre of operations (STRATEVAC) is Italian responsibility. In case of STRATEVAC with Italian Air Force national aircrafts, the transport will be executed in accordance with the international health flying law, national legislation of the Italian Participant (concerning the treatment of casualties to be evacuated) and the Italian Participant legislation linked to national flying rules for STRATEVAC. Medical evacuation will be performed to Role 4 "Policlinico Militare – Celio" in Rome.

Article 7
COMMUNICATION AND INFORMATION SYSTEM

7.1. Italian Forces will provide free of charge Moldovan Forces with the following services and equipment:
a) equipment and access to the phone unclassified network (SOTRIN) and data unclassified network (EInet/Internet) in the Italian military premises (only for operational purpose);
b) equipment and access to the mission classified network (LEONTE), account will be released for NACC/NASNR and individually deployed military personnel (Certificate of Security Clearance is required);
c) HF and TETRA radios only for mission purpose;
d) equipment and access to the mission classified VHF radio network based on operational needs defined by the Italian Forces;
e) ECM devices for vehicular protection, based on operational needs defined by Italian Forces.

7.2. VHF radios and ECM devices will be managed only by Italian Forces. Tactical procedures are to be defined in advance to enable Moldovan Forces to use the above mentioned radios and devices.

7.3. The Moldovan Forces may operate their own radio communications equipment on frequencies in accordance with the laws and regulations of the UN and subject to approval by the Italian Forces. Prior to deployment of any equipment, a frequency supportability request must be sent to Italian Forces in accordance with the standing procedures.

7.4. Any international telephone, fax, or internet commercial line (if required) will be implemented under an additional contract between the Moldovan Forces and civilian companies (authorized to operate in the military premises).

7.5. The Moldovan Forces may install and operate communication and automation equipment in support of their military Command, Control, Communications, Computer, Intelligence, Surveillance and Reconnaissance (C4ISR) network. The installation will be subject to the approval of the Italian Forces.

Article 8
STRATEGIC AIR LIFT / SEA LIFT

8.1. The Italian Participant will provide free of charge the necessary transport for the roundtrip transportation of the Moldovan Forces from Italy to the theatre of operations for two rotations per year.

8.2. In order to arrange airlift transportation, the Moldovan Participant has to submit to the Italian Participant relevant Office (IT JOHQ - JMCC / Italian Joint Operations Headquarters - Joint Movement Coordination Centre) a transportation request. JMCC will decide the best option on case by case basis. There are three options:

a) Airlift from Italy to theatre of operation and vice versa with stopover in Moldova (Chişinău). The stopover request must:
- be required to IT JOHQ – JMCC at least three months before the departure/arrival;
- include number of passengers;
- detail weight and volume in case of cargo transportation.

b) Moldovan Forces personnel depart from Italy. In this case, the Moldovan Participant has the responsibility to deploy its personnel and its equipment to the designated Italian APOE/APOD or SPOE/SPOD defining in advance the customs authorization (ONU DI FORM Customs Declaration is applicable) and granting, if necessary, diplomatic clearances for entering into Lebanon territory by UNIFIL competent Authorities. Moldovan personnel and equipment transportation from Moldova to Italy and from Italy to Moldova will be arranged and paid by the Moldovan Participant. Any kind of support entering and/or transiting the Italian territory has to be requested in advance through the Moldovan Military Attaché accredited to Italy in accordance with the "Rules for Foreign Military Attachés accredited to the Government of the Italian Republic - Edition 2017". Once arrived at the APOE/APOD, Moldovan Forces will be supported by the Italian Forces deploying to Lebanon according to the provision of Article 5, where applicable.

c) Payment of roundtrip civilian ticket from/to the Republic of Moldova to/from the theatre of operations.

8.3. In exceptional cases, in case of death of the Moldovan Forces personnel, repatriation of remains from the Italian Republic, from the theatre of operations to the Republic of Moldova (Chisinau) will be performed, as soon as possible, by the Italian Participant in compliance with the UN procedures.

8.4. In case of transiting through Moldovan airports, the Moldovan Participant will grant to the Italian national aircrafts and/or Italian full time chartered aircraft an exemption from national fees and charges for air transportation required in this context (i.e. fees for taxiing during landings/take offs).

8.5. In case of transportation of military Dangerous Goods, the Moldovan Participant is responsible for IATA/ICAO Shipper's Declaration for Dangerous Goods Form and IMDG Code Multimodal Dangerous Goods Form to provide to the Italian Participant (IT JOHQ JMCC).

8.6. In case of strategic airlift provided by the Italian Participant with national aircrafts, military Dangerous Goods will be transported in accordance with international law, and Italian Participant national legislation linked to national flying rules.

8.7. The Moldovan Participant has, furthermore, the following procedures responsibilities:

a) to apply and to coordinate the airlift requirements with the Italian Participant (IT JOHQ - JMCC) at least four weeks in advance included Dangerous Goods;

b) to provide the IT JOHQ JMCC with the Moldovan Point of Contact responsible for the organization and coordination of the strategic movements;

c) to deploy its personnel and equipment at the designated APOE/APOD making them

ready for loading;
d) to provide rank, last name, first name and ID card/Passport number of the authorized passengers to be transported;
e) to assure that the material will be clear of all customs formalities before delivering it to the designated Italian APOE/APOD;
f) to undertake that personnel and luggage to be transported will be at the designated APOE three hours before the flight departure;
g) to guarantee that Class 1 hot cargo (explosives) to be air lifted will be at the designated military APOE three hours before the flight departure, according to the previous coordination with the Receptions authorities in the APOE;
h) to guarantee that military cargo to be air lifted will be ready for loading at the designated military APOE within the working day before the flight departure;
i) each passenger will be allowed a maximum of 50 kg of personal luggage, including weapons and ammunition (a tolerance of 5 kg of extra luggage will be applied).

Article 9
FINANCIAL PROVISIONS

9.1. For any support not provided free of charge according to this TA, the prices charged to the Moldovan Forces will be at the actual cost paid by the Italian Forces without any additional profit. The Moldovan Participant will reimburse the Italian Participant for all mutually defined and accepted costs incurred by provision of the agreed logistic support. Accounts will be settled according to the billing/claim procedures contained in the existing STANAG 2034 "NATO standards procedures for mutual logistic assistance".

9.2. The Italian Forces will deliver to the Moldovan NACC/NASNR monthly detailed invoices of the materials and services supplied, including individual costs and the total amount claimed. The Moldovan NACC/NASNR will sign the invoices for concurrence.

9.3. Within 30 days after receipt of the invoice, the Moldovan Participant will reimburse the Italian Participant by bank transfer to the designated bank account. The payment will have the following reason: "Compensation for services provided by Italian Republic to Republic of Moldova during the military peace mission in Lebanon in Italian-Moldovan arrangement execution".

9.4. All payments will be made in Euro.

Article 10
LOANS

10.1. Any item loaned to the Moldovan Forces will be returned to the Italian Forces prior to departure from the theatre of operations. The Moldovan Forces will endeavor to ensure that the loaned items are used with care and returned to the Italian Forces in the same condition in which they were received except for normal wear and tear.

10.2. Whenever at the end of the loan period, if the item is returned damaged or destroyed, the Moldovan Participant will be obliged to pay the total cost of repairs or purchase of the item, only if the damage is due to negligence or faulty handling of Moldovan Forces, excluding the damage caused by combat or other security perilous activities.

Article 11
PROTECTION OF CLASSIFIED INFORMATION AND EQUIPMENT

11.1. The Participants will protect all classified information and/or equipment exchanged or provided under this TA in accordance with the provisions of the Agreement between the Government of the Republic of Moldova and the Government of the Italian Republic on Defence Cooperation, dated December 6, 2006 and their national regulations governing the secrecy of information.

11.2.Moldovan Forces will be deployed in the theatre of operations with the appropriate national security clearance certificates and will be authorized to handle UN classified information and/or equipment to the level allowed by the security clearance certificates.

Article 12
UNITED NATIONS REIMBURSEMENTS

12.1. The Italian Participant will be responsible for establishing the right procedure with the United Nations in order to let the Moldovan Participant be reimbursed, through direct coordination between the Italian and the Moldovan Permanent Mission to the United Nations, for Moldovan personnel reimbursement (troop cost) only.

12.2. The Italian Participant will be reimbursed by the United Nations for the logistic support (self-sustainment) and for the major equipment provided to the Moldovan Forces.

Article 13
DISCIPLINARY MATTERS

13.1. Cases of misconduct committed by members of the Italian Forces or the Moldovan Forces will normally be dealt with by the respective NRO and NACC/NASNR, as provided under the relevant national military laws and guidelines, and in conformity with mission directives and standard operating and administrative procedures.

Article 14
SETTLEMENT OF DIVERGENCES

14.1. Any divergence regarding the interpretation or application of this TA and its Annex will be resolved exclusively through consultations and negotiations between the Participants.

Article 15
CLAIMS AND LIABILITIES

15.1. Claims and liabilities arising from the execution of this TA, will be settled by the Participants in accordance with national and international law, as applicable.

Article 16
FINAL PROVISIONS

16.1. This TA, including the Annex, will be applied as of the date of the last signature and will remain in effect until the end of deployment of one of the Participants in UNIFIL or until terminated, by the mutual consent, by the Participants. This TA may be revised, renegotiated and amended at any time in writing, by the mutual consent of the Participants.

16.2. This TA is compatible with the laws of the Italian Republic, the Republic of Moldova, as well as their international obligations and is not intended to conflict with them.

16.3. This TA may be terminated by the mutual consent of the Participants. If one of the Participants intends to terminate this TA, it will send an official written notification to the other Participant. In this case, the TA will cease to be valid upon the expiration of thirty (30) days from the date of receipt of such notification.

16.4. This TA will remain in effect until all outstanding bills and claims have been settled.

16.5. This TA is signed in two originals in the English Language.

For the Ministry of Defence of the Republic of Moldova

Name: ANATOLIE ZAVTUR
Rank: colonel MDA ARMY
Position: Deputy Chief J5 National Army General Staff

place, date: Chisinau, 08.07.2022

For the Ministry of Defence of the Italian Republic

Name: IVANO ANTONIO ROMANO
Rank: colonel IT ARMY
Position: Italian Defence Attache

place, date: Chisinau, 08.07.2022

ANNEX

SUPPLIES AND SERVICES FREE OF CHARGE

The Italian Forces will provide, free of charge and within their capabilities, the Moldovan Forces with the following list of services and supplies:

- accommodation, including cleaning of common areas, heating, ablution, hot water, water supply, sewage;
- messing;
- laundry service;
- office allocation in designated facilities with supply and use of basic furniture;
- strategic airlift/sealift (in accordance with the provisions of ARTICLE 8);
- transportation form APOD to UNP 2-3 / UN 1.26 Bases and vice versa;
- other transportation, if available and synchronized with the Italian Forces activities;
- ammunition and equipment storage space (security whereof is an Italian Participant's responsibility);
- meteorological internal military communication system (if used for duty);
- use of welfare facilities;
- Level 1 medical treatment;
- medical evacuation to Level 1 plus and Level 2 military structures and, if necessary, to civilian upper level medical structures;
- emergency medical evacuation outside the theatre of operations (STRATEVAC) to Role 4 "Policlinico Militare – Celio" in Rome;
- assistance and support for Moldovan VIP visits.

Other services not above mentioned will be provided, on request, by the Italian Forces, within means and capabilities, and the proportional price/cost will be calculated at a given moment by the Italian Forces.

The Italian Forces are responsible for providing the members of the Moldovan Participant with the articles of clothing as worn by the members of the UN forces.